

ID #:535

WIECHERT, MUNK & GOLDSTEIN, PC
David Wiechert, CA Bar No. 94607
4000 MacArthur Boulevard,
Suite 600 East Tower
Newport Beach, CA 92660
Phone: (949) 361-2822
Facsimile: (949) 361-5722
Email: dwiechert@aol.com

COHEN & GRESSER LLP
Jason Brown (*pro hac vice*)
Matthew V. Povolny (*pro hac vice*)
Joanna Chan
800 Third Avenue
New York, New York 10022
Phone: (212) 957-7600
Facsimile: (212) 957-4514
Email: jbrown@cohengresser.com
Email: mpovolny@cohengresser.com
Email: jchan@cohengresser.com

*Attorneys for Specially Appearing
Defendant Feras Antoon*

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

K.A.,

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

Case No. 2:24-cv-04786-WLH-
ADS

**DECLARATION OF FERAS
ANTOON IN SUPPORT OF
SPECIALLY APPEARING
DEFENDANTS FERAS
ANTOON AND DAVID
TASSILLO'S OMNIBUS
MOTION TO DISMISS THE
COMPLAINTS**

N.L., ID #:536

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

L.T.,

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

Case No. 2:24-cv-04788-WLH-ADS

Case No. 2:24-cv-04791-WLH-ADS

T.C., ID #:537

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

X.N.,

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

Case No. 2:24-cv-04795-WLH-ADS

Case No. 2:24-cv-04800-WLH-ADS

N.Y., ID #:538

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

J.C.,

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

Case No. 2:24-cv-4801-WLH-
ADS

Case No. 2:24-cv-04971-WLH-
ADS

W.L., ID #:539

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

C.S.,

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

Case No. 2:24-cv-04977-WLH-
ADS

Case No. 2:24-cv-04992-WLH-
ADS

S.O., ID #:540

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

L.S.,

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

Case No. 2:24-cv-04998-WLH-
ADS

Case No. 2:24-cv-05026-WLH-
ADS

W.P., ID #:541

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

A.K.,

Plaintiff,

v.

MINDGEEK S.A.R.L. a foreign entity;
MG FREESITES, LTD., a foreign entity;
MINDGEEK USA INCORPORATED, a
Delaware corporation; MG PREMIUM
LTD, a foreign entity; MG GLOBAL
ENTERTAINMENT INC., a Delaware
corporation; 9219-1568 QUEBEC, INC.,
foreign entity; BERND BERGMAIR, a
foreign individual; FERAS ANTOON, a
foreign individual; DAVID TASSILLO, a
foreign individual; VISA INC., a Delaware
corporation; REDWOOD CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; REDWOOD
DOE FUNDS 1-7; COLBECK CAPITAL
MANAGEMENT, LLC, a Delaware
limited liability company; COLBECK
DOE FUNDS 1-3,

Defendants.

Case No. 2:24-cv-05185-WLH-
ADS

Case No. 2:24-cv-05190-WLH-
ADS

J.L., ID #:542

Plaintiff,

v.

1 MINDGEEK S.A.R.L. a foreign entity;
2 MG FREESITES, LTD., a foreign entity;
3 MINDGEEK USA INCORPORATED, a
4 Delaware corporation; MG PREMIUM
5 LTD, a foreign entity; MG GLOBAL
6 ENTERTAINMENT INC., a Delaware
7 corporation; 9219-1568 QUEBEC, INC.,
8 foreign entity; BERND BERGMAIR, a
9 foreign individual; FERAS ANTOON, a
10 foreign individual; DAVID TASSILLO, a
11 foreign individual; VISA INC., a Delaware
12 corporation; REDWOOD CAPITAL
13 MANAGEMENT, LLC, a Delaware
14 limited liability company; REDWOOD
15 MASTER FUND, LTD, a foreign
16 entity; MANUEL 2018, LLC, a
17 Delaware limited liability company;
18 GINOGERUM, LLC, a Delaware
19 limited liability company; WHITE
20 HATHAWAY OPPORTUNITY, LLC,
21 a Delaware limited liability company; CB
22 MEDIA VENTURES LLC, a Delaware
23 limited liability company; CB AGENCY
24 SERVICES, LLC, a Delaware limited
25 liability company; and CB
26 PARTICIPATIONS SPV, LLC, a
27 Delaware limited liability company,
28

Defendants.

Case No. 2:24-cv-07046-WLH-ADS

1
2 I, Feras Antoon, hereby state to the best of my knowledge and belief:

3 1. I submit this declaration in (i) support of my and David Tassillo's
4 joint Omnibus Motion to Dismiss the Complaints filed in each of the above-
5 referenced actions (collectively, the "Complaints") pursuant to Federal Rules of
6 Civil Procedure 12(b)(2), 12(b)(6) and 9(b); and (ii) response to allegations in the
7 Complaints that I am an alter ego of various MindGeek entities, including 9219-
8 1568 Québec Inc. ("9219 Inc.") and MG Freesites, Ltd. ("MG Freesites").

9 2. The purpose of this declaration is to address allegations in the
10 Complaints regarding personal jurisdiction and my supposed alter ego of various
11 MindGeek entities, including, but not limited to MindGeek S.a.r.l.; MG Freesites,
12 Ltd.; MindGeek USA; MG Premium Ltd.; MG Global Entertainment, Inc.; and
13 9219 Inc. (collectively, the "MindGeek Entity Defendants").

14 3. This declaration does not respond to all other allegations in the
15 Complaints that either directly or indirectly involve me. The absence of such a
16 response in this declaration should not be interpreted to mean I agree with those
17 allegations nor that the allegations are true.

18 **A. Personal Background**

19 4. I am a citizen and resident of Canada.

20 5. I have been continuously residing in Canada since 2008.

21 6. I maintain a driver's license in Canada.

22 7. I own real property in Canada.

23 8. I am registered to vote in Canada.

24 9. I receive my mail in Canada.

25 10. I intend to remain and maintain my residence in Canada.

26 11. I have not resided in the United States.
27
28

B. Employment History

12. During the period relevant to Plaintiffs' Complaints, the terms of my employment were governed by an employment agreement with 9219 Inc., a corporation established under the laws of the Province of Québec.

13. Between June 2008 and June 2022, I was employed by 9219 Inc. as its Chief Executive Officer and worked in its principal office located at 7777 Boulevard Décarie, Suite 600, Montréal, Québec, Canada.

14. In connection with my employment, I provided managerial services to 9219 Inc., which in turn provided various services to a number of MindGeek-affiliated entities, including MG Freesites, pursuant to services agreements between 9219 Inc. and other MindGeek-affiliated entities.

15. On or about March 22, 2018, I entered into a Further Amended and Restated Executive Employment Agreement (the "Employment Agreement") with 9219 Inc.

16. As the Chief Executive Officer, I reported to 9219 Inc.'s Board of Directors (the "9219 Inc. Board").

17. Pursuant to the terms of the Employment Agreement, I received a base salary and was eligible for an annual bonus authorized by the 9219 Inc. Board, paid vacation, a monthly car allowance, and participation in a benefits plan.

18. In connection with this employment, I held one preferred share of 9219 Inc. Approximately 20 other individuals each likewise held one preferred share of 9219 Inc. The 9219 Inc. Board, in its sole discretion, declared and paid dividends in respect of such shares, which were bound by the limitations set by MindGeek's lenders and by the shareholders' agreement.

19. In or about June 2022, I resigned from my position as Chief Executive Officer of 9219 Inc. and signed a separation agreement with 9219 Inc.

C. Economic Interest

20. Since in or about 2013, in connection with my service as an employee of 9219 Inc. and pursuant to the Shareholders' Agreement discussed below, I held an approximate 21% beneficial economic interest in the MindGeek group of entities.

21. MindGeek S.à.r.l. ("MindGeek Luxembourg"), a corporation incorporated under the laws of the Grand Duchy of Luxembourg, with its registered office at 46 Grand Rue, L-1660 Luxembourg, Grand Duchy of Luxembourg, entered into a Shareholders' Agreement dated as of October 13, 2018 (the "Shareholders' Agreement"), among FDCO Holding, Inc. ("FDCO Holding") (formerly known as MindGeek Holding Inc.), Share Investments S.A., Coginvest S.A., Acaju Investments S.A., MindGeek RK S.à r.l., RK Holdings, LLC, MindGeek RK S.à r.l., and RT Holding S.à r.l.

22. The Shareholders' Agreement was amended as of March 22, 2018.

23. FDCO Holding was a company organized under the laws of Canada.

24. Pursuant to the Shareholders' Agreement, FDCO Holding regularly received financial statements prepared for and delivered by MindGeek Luxembourg; independent auditor's reports from MindGeek Luxembourg's auditor, Raymond Chabot Grant Thornton LLP; minutes from meetings of the MindGeek Luxembourg shareholders; and written resolutions of the MindGeek Luxembourg shareholders.

25. Prior to on or about March 2023, FDCO Holding held an approximate 31% economic interest under the Shareholders' Agreement, principally through MindGeek Luxembourg.

26. 9288-1275 Québec, Inc. ("9288-1275 Québec"), a Québec company, held approximately 32% of the shares of FDCO Holding.

1 27. 9288-1259 Québec, Inc. (“9288-1259 Québec”), a Québec company,
2 held approximately 68% of the shares of FDCO Holding.

3 28. Prior to on or about March 2023, I owned 100% of the preferred
4 shares and, indirectly as a beneficiary of the Antman Family Trust, approximately
5 95% of the common shares in 9288-1259 Québec.

6 29. Pursuant to the Shareholders’ Agreement and the amendment thereto,
7 MindGeek Luxembourg distributed dividend payments to shareholders, including
8 FDCO Holding, in amounts determined by the MindGeek Luxembourg Board of
9 Directors (the “MindGeek Luxembourg Board”) or by the general meeting of
10 shareholders, provided that the conditions for distributing dividends were satisfied
11 in conformance with limitations set by MindGeek’s lenders.

12 30. I was not a member of the MindGeek Luxembourg Board.

13 31. To the extent that dividends were distributed, those dividends were
14 paid by MindGeek Luxembourg to FDCO Holding and further distributed in
15 proportion to the holdings in FDCO Holding.

16 32. Between approximately 2013 to 2016, MindGeek Luxembourg did
17 not pay shareholder dividends.

18 33. Between approximately 2013 to 2016, I received the equivalent of
19 dividend payments in the form of a bonus pursuant to lender consent and a profit-
20 sharing mechanism that was in place at 9219 Inc. That profit-sharing mechanism
21 applied to many other individuals as well.

22 34. Those bonus payments were taxed at a greater percentage than the tax
23 levied on dividends distributed in or around 2017 via MindGeek Luxembourg.

24 35. FDCO Holding distributed MindGeek Luxembourg’s dividend
25 payments among 9288-1259 Québec and 9288-1275 Québec.
26
27
28

1 36. Prior to on or about March 2023, I had an approximate 21% beneficial
2 economic interest in MindGeek Luxembourg and received dividend distributions
3 through 9288-1259 Québec.

4 37. In or about March 2023, FDCO Holding sold its approximate 31%
5 interest in MindGeek Luxembourg to ECP One Ltd.

6 **D. Corporate Separation**

7 38. During the period relevant to Plaintiffs' Complaints, my personal and
8 financial affairs remained separate from the corporate and financial affairs of all
9 MindGeek entities.

10 39. I have not shared a bank account with 9219 Inc., MindGeek
11 Luxembourg, or any other MindGeek Entity Defendants

12 40. I did not have access or signatory authority for any bank account
13 owned by 9219 Inc., MindGeek Luxembourg, or any other MindGeek Entity
14 Defendants.

15 41. I have not been personally liable for the debts of 9219 Inc., MindGeek
16 Luxembourg, or any other MindGeek Entity Defendants.

17 42. I have not borrowed money from 9219 Inc., MindGeek Luxembourg,
18 or any other MindGeek Entity Defendants.

19 43. The directors and officers of 9219 Inc. and MindGeek Luxembourg
20 were not identical.

21 **E. Certain Investments**

22 44. At various times during my employment by 9219 Inc., I owned
23 investment properties. In connection with the management of certain of my
24 properties, some personnel of 9219 Inc. occasionally performed services for those
25 units.

26 45. On those occasions that personnel of 9219 Inc. did volunteer their
27 personal services, the provision of such services did not interfere with personnel's
28

1 work for 9219 Inc., to the best of my knowledge. No employee was reprimanded
2 for not getting their work done for 9219 Inc.

3
4 * * *

5 46. I declare under penalty of perjury under the laws of the United States
6 of America that the foregoing is true and correct.

7 Executed on: October 30, 2024

8
9 

10 Feras Antoon
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28